

**MEMORANDUM OF AGREEMENT  
BETWEEN  
BOROUGH OF BERNARDSVILLE  
AND  
BERNARDSVILLE PUBLIC WORKS ASSOCIATION**

The negotiating Committees for the above-captioned parties hereby agree to recommend for ratification the following changes to January 1, 2005 through December 31, 2008 Collective Bargaining Agreement.

1. Duration - January 1, 2009 through December 31, 2011

2. Wages - January 1, 2009 – 2.5% increase  
January 1, 2010 – 2.5% increase  
January 1, 2011 – 2.5% increase

3. Health Benefits - effective May 22, 2010, all employees eligible for and receiving health benefits shall contribute an amount equal to 1.5 % of the employee's base salary. The 1.5% employee contribution referred to herein shall not be on top of any employee contribution required by law, but shall include any employee contribution that may be required by law.

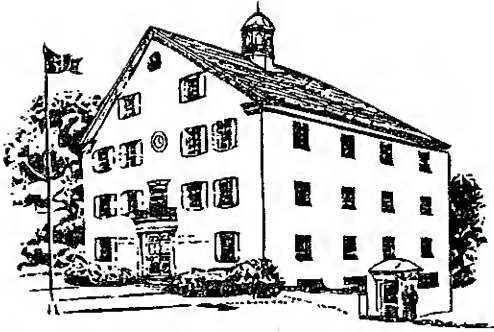
4. All proposals submitted by either party in negotiations not included herein shall be deemed withdrawn.

BOROUGH OF BERNARDSVILLE

By: *Ray A. Yarnall Jr.* Date: 7-16-10

BERNARDSVILLE PUBLIC WORKS ASSOCIATION

By: *Robert T. Code* Date: 7-19-10



## *Borough of Bernardsville*

166 Mine Brook Road  
Bernardsville, NJ 07924  
Somerset County

Administration (908) 766-3000  
Engineering (908) 766-3850

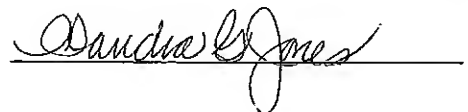
Fax (908) 766-2401  
Fax (908) 766-2788

### **RESOLUTION #10- 135**

#### **APPROVING A MEMORANDUM OF AGREEMENT WITH BERNARDSVILLE PUBLIC WORKS EMPLOYEES ASSOCIATION**

**BE IT RESOLVED** by the Borough Council of the Borough of Bernardsville to approve a Memorandum of Agreement Between the Borough of Bernardsville and Bernardsville Public Works Employees Association, January 1, 2009 through December 31, 2011, copies attached hereto.

I, Sandra G. Jones, Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Borough Council at a duly convened meeting held July 12, 2010.



PWCONTRACT.RES



## ***Borough of Bernardsville***

*Incorporated June 2, 1924*

***Somerset County***

166 Mine Brook Road  
Bernardsville, NJ 07924-2112

*Administration (908) 766-3000*

*Fax (908) 766-2401*

*Engineering (908) 766-3850*

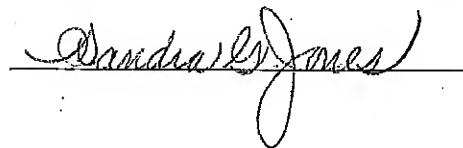
*Fax (908) 766-2788*

### **RESOLUTION #07-22**

#### **APPROVING A MEMORANDUM OF AGREEMENT WITH BERNARDSVILLE PUBLIC WORKS EMPLOYEES ASSOCIATION**

**BE IT RESOLVED** by the Borough Council of the Borough of Bernardsville to approve a Memorandum of Agreement Between the Borough of Bernardsville and Bernardsville Public Works Employees Association, January 1, 2005 through December 31, 2008, copies attached hereto.

I, Sandra G. Jones, Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Borough Council at a duly convened meeting held January 3, 2007.



PWCONTRACT.RES

# MEMORANDUM OF AGREEMENT

Between

BOROUGH OF BERNARDSVILLE

And

BERNARDSVILLE PUBLIC WORKS EMPLOYEES ASSOCIATION

The above-captioned parties hereby agree to recommend for ratification the following changes to the January 1, 2001 through December 31, 2003 collective bargaining agreement which was extended with modifications through December 31, 2004, as follows:

1. Duration - January 1, 2005 through December 31, 2008.

2. <u>Wages</u> -	1/1/05 -	3%
	1/1/06 -	3.8%
	1/1/07 -	4%
	1/1/08 -	4%

3. Article XVI, Insurance and Health Care, shall be modified to provide for the following Section d:

Bargaining unit employees eligible for and receiving health benefits shall be eligible to participate in the Borough's "Opt Out Program" under the same terms as provided to the Borough's non-represented employees.

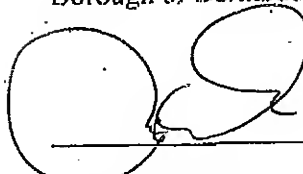
4. Article XXXI, Uniforms, Section D, shall be modified to provide that effective January 1, 2007, the safety boot reimbursement cap shall increase by \$5.00 and employees shall be eligible for new safety boots every 8 months if the Road Superintendent or Public Works Manager finds that new boots are necessary.

5. Article XXIV, Hours of Work, Section A, shall be amended to include the following new paragraph:

At such time as when the Borough terminates the practice of extending a ½ hour lunch provided for herein, a fifteen (15) minute break shall be eliminated and the fifteen (15) minutes shall be added to the thirty (30) minute lunch provided for in this Article.

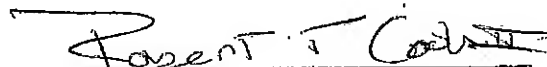
The negotiating committees for the above-captioned parties enter into this Memorandum of Agreement on this 1<sup>st</sup> day of Feb ~~January~~, 2007.


Borough of Bernardsville:

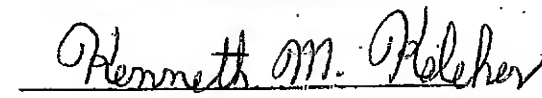
  
\_\_\_\_\_  
MAYOR  
Date: 2/1/07

Attest: Andrew Jones  
\_\_\_\_\_  
Date: 2/1/07

Bernardsville Public Works  
Employees Association:

  
\_\_\_\_\_  
Date: Feb 1<sup>st</sup> 2007

  
\_\_\_\_\_  
Date: 2/1/07

  
\_\_\_\_\_  
Date: 2/1/07

**BERNARDSVILLE BOROUGH  
RESOLUTION #2006-36**

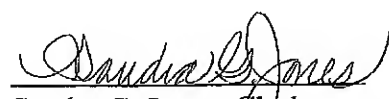
**A RESOLUTION RATIFYING AND AFFIRMING A MEMORANDUM OF  
AGREEMENT BETWEEN THE BOROUGH AND THE  
BERNARDSVILLE PUBLIC WORKS EMPLOYEES ASSOCIATION**

**BE IT RESOLVED** by the governing body of the Borough of Bernardsville in the County of Somerset, New Jersey as follows:

1. The Memorandum of Agreement relative to the collective bargaining agreement, copy attached hereto, between the Borough and the Bernardsville Public Works Employees Association is hereby approved.
2. The Mayor and Borough Clerk are hereby authorized and directed to execute the Memorandum of Agreement on behalf of the Borough.

---

I, **Sandra G. Jones**, Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Governing Body at a duly convened meeting held Monday, January 23, 2006.

  
Sandra G. Jones, Clerk

# MEMORANDUM OF AGREEMENT

Between

The Borough of Bernardsville

and

Bernardsville Public Works Employees Association

The above-captioned parties hereby agree to extend the January 1, 2001 through December 31, 2003 collective bargaining agreement to December 31, 2004. Effective February 1, 2004, bargaining unit employees shall receive a 3.8% salary increase. In addition, at such time as when the Borough terminates the practice of extending the half-hour (1/2) lunch provided for in Article XXIV, Section A, a fifteen (15) minute break shall be eliminated and the fifteen (15) minutes shall be added to the thirty (30) minute lunch provided for in the collective bargaining agreement.

In addition, the parties agree that any overtime compensation received for the period January 1, 2004 through January 31, 2004 shall be adjusted to provide for a 3.8% increase.

For the Borough of Bernardsville:

For Bernardsville Public Works Employees Association:

MAYOR  
  
CLERK  
Date: 1/24/06

Date: Jan 20, 2006

**BOROUGH OF BERNARDSVILLE**  
**AND**  
**BERNARDSVILLE PUBLIC WORKS**  
**EMPLOYEES ASSOCIATION**

**January 1, 2001 through December 31, 2003**



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## **AGREEMENT**

This Agreement, entered into this 9<sup>th</sup> day of December, 2002, between the Borough of Bernardsville, in the County of Somerset, State of New Jersey, hereinafter referred to as the “Employer” and the Borough of Bernardsville Public Works Employees Association, hereinafter referred to as the “Union”.

## RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all truck driver-laborers, equipment operators, mechanic, senior operator, assistant foreman, building maintenance/laborer and wastewater/maintenance mechanic, wastewater/maintenance operator/trainee in all matters pertaining to rates of pay, wages (salaries) , hours of work, benefits, and other terms and conditions of employment.

Excluded are the Foreman, Road Department Superintendent, Assistant to the ~~Wastewater Treatment Plant Operator~~, and all other employees.

## ARTICLE II

### MANAGEMENT RIGHTS

The Borough reserves all rights provided by law and not otherwise affected by the terms of this Agreement.

ARTICLE III  
EMPLOYEE RIGHTS

The employees covered by this Agreement shall reserve all rights provided by law and not otherwise affected by the terms of this agreement.

#### ARTICLE IV

##### NO STRIKE NO LOCKOUT

A. The Union and its members agree that during the terms of this agreement there shall be no interference with normal work by reason of a slowdown, sick out or other diminution of work which in any manner interferes with the achievement of the mission of the Borough.

B. The Employer agrees that during the term of this Agreement there shall be no cause for any lockout.

ARTICLE V  
DISCIPLINE AND DISCHARGE

A. It is agreed that nothing herein shall in any way prohibit the Employer from discharging or otherwise disciplining any employee for just cause.

B. In the event that a disciplined or discharged employee feels that he has been unjustly dealt with, said employee shall have the right to file a complaint, which must be in writing, with the Employer within five (5) days from the time of the discipline or discharge. The Complaint shall be treated as a grievance and subject to the grievance and arbitration procedure provided herein. The grievance shall be initiated as step three (3), Article VI and if no complaint is filed within five (5) days, then said discipline or discharge shall be deemed to be absolute.



## ARTICLE VI

### GRIEVANCE PROCEDURE

#### DEFINITION.

A grievance shall be defined as either a dispute based on an alleged violation of the terms of this Agreement or one based on an alleged violation, interpretation of an administrative policy or decision. The contract based grievances shall be designated as Class 1 grievances and may proceed to Step Three, arbitration. All other grievances shall terminate at Step Two and the disposition of the Business Administrator shall be final for the purposes of the Agreement.

#### STEP ONE.

1. A grievance must be initiated pursuant to this procedure no later than twenty (20) days after the matter giving rise to the grievance.
2. The grievance shall be filed by delivering the completed form (attached) to the DPW Superintendent.
3. The Superintendent shall have five (5) business days in which to respond to the grievance.
4. No response by the Superintendent shall be deemed a denial permitting advancement to the next Step.

#### STEP TWO.

1. If the grievance is not resolved at Step One to the satisfaction of the grievance, the matter may be processed to Step Two by delivering a copy of the grievance form to the office of

the Two by delivering a copy of the grievance form to the office of the Business Administrator within five (5) business days of the date at the response at Step One.

2. The Business Administrator shall have fifteen (15) business days to resolve the matter.

3. No response at this Step shall be deemed a denial of the grievance.

### **STEP THREE**

a. If the Union, and only the Union, is dissatisfied with the disposition of a Class 1 grievance at Step Two, it may request arbitration pursuant to the rules of the Public Employment Relations Commission.

The language proposed in Step Three, paragraphs b, c, d, e, f and g are acceptable to the Borough. We reject any claim that the grievance procedure as you propose was agreed to on 8/15/91. The initial ground rule between the parties was that tentative agreements must be reduced to writing and initialed. There is no such agreement as to the Grievance Procedure.

b. The parties may direct the arbitrator to decide as a preliminary question whether or not he has the jurisdiction to hear and decide the matter in dispute.

c. The arbitrator shall be bound by the provisions of this Agreement, the Constitution of the United States and the State of New Jersey and law of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement.

d. The costs of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally by the Borough and the Union.

e. All employees involved in mutually scheduled grievance proceedings as a grievant, Union president and/or witness which occur during working hours shall be compensated for those hours while attending the grievance.

f. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limited specified, the grievance shall be deemed to have been abandoned. If any grievance is

not pursued by the grievant to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, the disposition of the grievance at the preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limited prescribed at any step in the grievance procedure, the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract in writing, the time limits at any step in the grievance procedure.

g. A grievance or dispute shall be deemed settled and resolved, if, during any step in the grievance procedure, the grievant entertaining the grievance gives written notice that the matter has been settled to his satisfaction. Said written notice may be by notation upon the original notice of grievance or by separate notation. In either event, same must be signed by the party bringing the grievance or dispute.

## ARTICLE VI

### NON-DISCRIMINATION

The parties agree there shall be no discrimination concerning conditions of employment because of race, age, sex, creed, color, national origin, union activities or otherwise.

**ARTICLE VIII**  
**JOB BIDDING AND POSTING**

1. In the event of an open position in the bargaining unit the Borough shall post a notice and provide a copy to the union.
2. Interested bargaining unit members may apply and seniority will be considered as a factor in filling the position.
3. The notice shall be posted for a period of ten (10) days during which the borough may fill the position temporarily

## ARTICLE IX.

### SENIORITY

Seniority is defined to mean accumulated length of continuous service with the municipality, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence. Seniority shall be lost if any of the following occur:

1. Discharge with just cause.
2. Resignation.
3. Layoff for longer than one (1) year of length of service whichever is less.

ARTICLE X  
WORK ASSIGNMENTS

1. The employer agrees to pay workers for work in higher pay classifications on the following conditions:
  - a. the worker must have performed the work in that classification for ten (10) days in the aggregate in that calendar year, and
  - b. the worker must perform the higher paying work for a minimum of four (4) consecutive hours during the shift, and
  - c. the employer reserves the non-grievable right to determine whether an employee is qualified to do the available work.
  
2. Nothing herein shall bar the use of seasonal or temporary help by the employer, so long as no permanent employee is on lay off. If such an employee is on lay off, he/she shall be offered the seasonal or temporary work first before anyone else is employed in such a position.

## ARTICLE XI

### JURY DUTY

If an employee is selected for Jury Duty, they shall be excused from work while on Jury Duty. Such employee's salary and related benefits shall continue as if such employee were present for work and will be compensated at their regular rate of pay for a maximum period of two (2) weeks annually, provided, however, that all monies received from the State of New Jersey except travel allowance are to be returned to the Borough.



ARTICLE XII  
MILITARY LEAVE

a. Any employee who is a member of the National Guard, Naval Militia, Air National Guard, or a reserve component of any of the Armed Forces of the United States and is required to engage in periodic training during normal duty hours, shall be compensated at differential pay (the difference between military pay and Borough pay Two (2) week annual training shall be compensated at full pay, unless otherwise provided by law.

b. When an employee on probation, has been called to active duty or inducted into the military forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service. Such employee will be reinstated without loss of privileges or seniority provided he returns to work with the Borough within sixty (60) days following his honorable discharge from military service, and provided he has notified the Borough of his intent to report for duty thirty (30) days prior to his discharge from military service. This paragraph shall be subject to the provisions of N.J.S.A. 40A:9-159.

ARTICLE XIII  
LEAVE WITHOUT PAY

A. Leave without pay may be granted to any employee. Normally it shall be granted only when the employee has used his accumulated sick and vacation leave in the case of illness, or his vacation leave if leave without pay is required for reasons other than illness. Written request for leave without pay must be initialed by the employee, favorably endorsed by his Department Head and Administrator and approved by Resolution of the Mayor and Council of the Borough of Bernardsville before becoming effective. Such leave, except for military leave without pay, shall not be approved for a period longer than three (3) months at one time. The Mayor and Council of the Borough of Bernardsville may by resolution extend such leave for any additional nine (9) months or any portion thereof upon recommendation in writing of the Borough Administrator.

## ARTICLE XIV

### SICK LEAVE

a. A certificate from a physician designated by the Borough, or the employee's own physician, may be required as sufficient proof of the need for sick leave. In case of sick leave due to a contagious disease or exposure to same, a certificate from a physician may be required before return to work.

b. For disability because of sickness or an accident, each employee is entitled to the disability benefit shown in the following table during the continuance of the disability.

c. New employees hired after 10/17/78 shall accrue sick leave at the rate of one (1) day per month of service, up to a maximum of five (5) days during the first year of employment.

d.

LENGTH OF CONTINUOUS SERVICE AT DATE OF DISABILITY					100% SALARY FOR	2/3 OF SALARY FOR	1/3 OF SALARY FOR
1st	year	of	continuous	service	1 week	4 weeks	4weeks
2nd	year	of	continuous	service	2 weeks	6 weeks	8weeks
3rd	year	of	continuous	service	4 weeks	8 weeks	12weeks
4th	year	of	continuous	service	5 weeks	10 weeks	16weeks
5th	year	of	continuous	service	8 weeks	12 weeks	20weeks
6th	year	of	continuous	service	10 weeks	14weeks	24weeks
7th	year	of	continuous	service	13 weeks	16 weeks	23weeks
8th	year	of	continuous	service	16 weeks	18 weeks	18weeks
9th	year	of	continuous	service	21 weeks	22 weeks	9weeks
10th or later year of continuous service					26 weeks	26 weeks	

Weeks refer to calendar weeks from the date of disability prorated for actual time out of work. Length of service means that completed at the -time disability occurs. Only full years of continuing service shall be considered; parts of year shall not be prorated.

e. A second period of disability is considered a new disability with benefits beginning a new at the 100% of salary level if it arises from a different cause. If it arises from the same cause and there has been a period of six (6) or more continuous weeks back at work after the first period of disability, the benefit payments shall commence at the 100 % of salary level and follow the above schedule assuming the date of disability to be at the date of the recurrence. In either case, the maximum number of weeks during which any benefit will be paid is reduced by the number of weeks benefit paid in the fifty-two (52) weeks just proceeding the date of disability. Borough approved leave of absence, including leave for Military Service, do not constitute a break in service.

f. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. An employee who has been absent on sick leave for a period totaling eight (8) or more days in one (1) calendar year consisting of periods of one (1) calendar year consisting of periods of one (1) or more days, shall be required to submit acceptance medical evidence for any additional sick leave in that year. The Borough may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

g. Each employee shall report to active duty after each illness or injury where the services of a physician were required only after first presenting to the Borough Clerk a final physician's statement indicated that the is again fit for active duty.

h. The Borough Council reserves the right to require a medical examination at any time during disability at the expense of the Borough.

i. Payment for disability due to sickness or accident shall not be allowed under the following conditions.

1. If the employee, when under medical care, fails to carry out the instructions of the attending physician.

2. If, in the opinion of the Borough Medical Examiner, the disability or illness is not of sufficient severity to justify the employee's absence from duty.

j. Leave for ordinary dental care or for the services of an eye specialist for normal eye care do not qualify as a disability as such professional services are readily available outside of normal working hours.

k. Any employee receiving disability payments who, in addition, qualifies for payments under Workmen's Compensation benefits, shall during the period he is receiving such benefits, shall during the period he is receiving such benefits, be entitled to no greater portion of his disability payments than the net difference between them.

l. It shall be the responsibility of the employee to notify his supervisor of an absence due to illness as soon as is reasonably practicable. Failure to so notify may result in a forfeiture of sick leave credit.

ARTICLE XV  
LEAVE OF ABSENCE

a. When any employee shall be injured or disabled resulting from or arising out of his employment and such injury or disability shall be evidenced by the certificate of a physician designated by the Mayor and the Council of the Borough of Bernardsville to examine such person, the Mayor and Council of the Borough of Bernardsville may by resolution pursuant to N.J.S.A..40A:9-7 grant the injured or disabled employee a leave of absence with pay for a period not exceeding six (6) months. The employee shall not be charged any sick leave time for time lost due to aforesaid injury or disability.

b. An employee shall reimburse the Borough from monies he may receive as Workmen's Compensation, temporary benefits, or from possible legal settlement from or judgment against, the period or persons responsible for the injury.

c. Each employee shall be entitled to three (3) days bereavement leave with pay for the loss of a husband, wife, father, mother, mother-in-law, father-in-law, grandparent, grandchild, or relative in the same household. Such period of time shall not be charged to vacation or sick leave.

ARTICLE XVI  
INSURANCE AND HEALTH CARE

a. All employees and their dependents shall become eligible for enrollment in the Borough's hospitalization, medical, surgical and major medical expense group insurance plan on the first day of the month following completion of sixty (60) days of employment.

b. The Borough shall pay the full premium of such insurance for the employee and his dependents. Payment of such premiums by Borough shall terminate one (1) month after the employee's separation from service. The employee may make his own arrangements with the insurance carrier for the continuation or conversation of the insurance at his own expense.

c. The Borough shall pay the full premium of a dental plan for each employee.

## ARTICLE XVII

### RETIREMENT

- a. An employee who has been employed by the Borough for a minimum of twenty (20) years shall be entitled to retirement leave with pay equivalent to one (1) week for each year of service less five (5). In the event service with the Borough has been continuous, the employee must have served the last five (5) years continuously up to the date of retirement to qualify for this benefit.



## ARTICLE XVIII

### VACATION

- a. An employee hired on or before the fifteenth day of the month shall be credited with a full month of service in computing vacation time.
- b. Vacations shall be scheduled by Department Heads in such manner as to insure adequate levels of personnel to operate such departments efficiently.
- c. Employees who have been in the service of the Borough continuously for the Preceding ten (10) months prior to January 1 of the current calendar year are entitled to two (2) weeks vacation with pay (ten (10) working days) during each calendar year.
- d. New employees with less service are entitled to one (1) day of paid vacation for each month of service prior to the beginning of the calendar year.
- e. Employees who terminate service will be paid for their unused regular or special vacation at a rate equivalent to their normal salary.
- f. Full-time employees shall be entitled on their service anniversary to Annual Special Days Vacation with pay as follows:
  1. After four (4) years of continuous employment three (3) additional days.
  2. After seven (7) years of continuous employment five (5) additional days.
  3. After fourteen ( 4) years of continuous employment  
ten (10) additional days.
  4. After twenty (20) years of continuous employment  
five (5) additional days.

g. All vacation days must be taken prior to May 31 of the second year succeeding the year earned. Accumulation of vacation leave beyond May 31 of the second year succeeding the year in which earned may be permitted only with the consent of the Borough Administrator and the appropriate Council Committee.

## ARTICLE XLX

### HOLIDAYS

a. An employee shall receive wages based upon eight (8) hours straight time hourly rate of pay for each of the following holidays:

New Years Day  
Washington's Birthday  
Lincoln's Birthday  
Good Friday  
memorial Day  
Independence Day  
One (1) Floating Holiday

Labor Day  
Columbus Day  
Election Day  
Veteranfs Day  
Thanksgiving Day  
Christmas Day

b. If any of the above holidays fall on a Saturday, then the previous Friday shall be considered the holiday.

c. If any of the above holidays fall on a Sunday, then the following Monday shall be considered the holiday.

ARTICLE XX

PAY DAY

a. January through September 1998, employees shall be paid their weekly pay each Thursday afternoon. Effective October 16, 1998, paychecks shall be issued every other week (bi-weekly) rather than every week. On October 9, 1998, the first Friday that employees do not receive a pay check, bargaining unit employees shall receive a one time lump sum payment, not included in base salary, in the amount of \$100.00, less deductions. An example of the new pay schedule is as follows:

October 2, 1998	-	1 weeks pay.
October 9, 1998	-	\$100.00 one time lump sum payment not included in base , less deductions.
October 16, 1998	-	1 <sup>st</sup> bi-weekly pay check.
October 29, 1998	-	2 <sup>nd</sup> bi-weekly pay check, and so on.

*RH* *12/12/98*  
*2902*

b. Employees shall be paid the first pay check of each month of the previous month's overtime.

c. Employees shall be paid during working hours.

d. When a pay day falls on a holiday, then the preceding day will be pay day.

e. Employers shall be paid their vacation pay on the pay day prior to their vacation upon request of the employee.

ARTICLE XXI  
NOTIFICATION

- a. The Employer will notify the Union President in writing of all promotions, demotions, transfers, suspensions, discharges, and layoffs.
- b. The Employer will provide the Union President with an updated list of covered employees showing names, addresses, classifications and social security numbers.

## ARTICLE XXII

### SAFETY

1. The Borough Administrator or Designee shall meet with representatives of the Union within twenty-four (24) hours of a request to meet on any safety matter of concern.
2. The Borough will endeavor to address such concerns in good faith.
3. The Borough shall compensate employees for in-kind replacement of eyeglass frames and/or lenses broken or damaged on the job. This provision shall take effect for any losses incurred after the signing date of this agreement.
4. Cell phone use is not permitted during work hours, breaks and lunches are excluded.

## ARTICLE XXIII

### SHOP DUES

a. Each employee covered by this Agreement shall have a pay-roll deduction for dues upon notification from the Union authorizing the deduction of dues from their pay. The Employer shall forward said dues deductions to the Union President on the first pay period of each month of the previous month's dues deductions which shall be deducted from each employees weekly pay. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains majority representative of the employee's in the unit.

b. If any permanent employee in the bargaining unit does not join the Union within thirty (30) days thereafter, shall as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified to the Borough by the Union.

c. The Union agrees to furnish written authorization in accordance with law, from each employee authorizing ship dues from their salary.

d. The Union shall furnish the Employer a written statement of the dues an initiation fee to be deducted.

e. No initiation fee is required for Non-Union employees.

1. The Union must agree to hold the Borough harmless from any and-all liability ]  
to any person once the funds have been paid by the Borough to the Union.

2. Those employees authorizing dues deductions must do so in writing. The Union does not have the legal authority to compel or authorize dues deductions for any employee.

ARTICLE XXIV  
HOURS OF WORK

A. The normal work day from Monday to Friday shall be from 7:00 A.M. to 3:30 P.M. with one-half (1/2) hour for lunch. Friday hours (except sewer plant) shall be from 5:00 A.M. to 1:30 P.M.

B. The Union recognizes the right of the Borough to alter the Friday hours on the following conditions:

1. Thirty (30) days notice to the Union;
2. The change shall be permanent, and
3. The hours shall be the regular hours.

C. Lunches shall be scheduled by the Borough.

D. So long as the employee begins Friday work at 5:00 A.M. there will be a one-half (1/2) hours paid break during the morning.

E. The practice of one (1) fifteen (15) minute break the morning and afternoon shall be continued.



## ARTICLE XXV

### SEPARATION FROM EMPLOYMENT

1. Upon discharge of an employee, the employer shall pay all money including pro rated vacation pay to the employee on the next regular pay day. In the event of a voluntary quit, the employee must have provided two (2) weeks notice of such resignation and the separated employee must return all clothing and equipment furnished by the employer.

ARTICLE XXVI  
MILEAGE REIMBURSEMENT

1. Any employee required to use their personal vehicle for borough business shall be reimbursed at the rate of .21 per mile or the I.R.S. rate which ever is higher.
2. No employee shall use their vehicle without express approval from a supervisor.

## ARTICLE XXVII

### OVERTIME

A. The Employer agrees to pay overtime at the rate of one and one-half (1 1/2) times an employee's regular rate of pay for each hour in excess of forty (40) hours for any given work week or in excess of eight (8) hours in any working day.

B. Employees required to work on any holiday listed in Paragraph A), Article XX shall be paid overtime at the rate of one and one-half (1 1/2) times an employee's regular rate of pay for each hour worked in addition to the eight (8) hours pay for the holiday.

C. Employees required to work on any Sunday shall be paid overtime at the rate of two (2) times an employee's regular rate of pay for each hour worked.

D. The Employer agrees not to require or in any way solicit any employee to take time off to compensate for overtime worked.

E. In the event an employee is called out, there shall be a minimum of two (2) employees called out if available for any emergency situation.

F. The Employer agrees to pay an employee three (3) hours overtime whenever an employee is called out of his home for unscheduled work. An employee's call-out starts when he received the phone call. (120 minutes proposal to be included.) If the job at hand goes more than two (2) hours, that employee will be paid hour for hour at his overtime rate.

G. The opportunity for overtime shall be rotated with the intention to achieve equalization of overtime earnings, within each class of work, provided the employee is available and willing to perform overtime work and qualified to perform the work.

H. After sixteen (16) continuous hours of work, an employee will receive one (1) compensatory day off to be used within a six (6) month period to be coordinated with the Road Superintendent or the Sewer Plant Operator.

I. The Borough withdraws its proposal regarding snow/emergency recall. However, in the event this becomes an issue during the term of the agreement the parties agree that the agreement shall be reopened for the purpose of resolving this issue.

ARTICLE XXVIII  
PROBATIONARY EMPLOYEES

- A. All employees shall serve a probationary period of six (6) months.
- B. At any time during the probationary period and after report and recommendation by a Department Head, the Borough Administration may, subject to the approval of the Mayor and Council, discontinue the services of any such employee if, in the opinion of the Borough Administrator and in the opinion of the employee's Department Head, the employee is unwilling or unable to perform the duties of his position in a satisfactory manner, or if the employee is of such reputation and habits as not to merit continuance in the service of the Borough. The Borough Administrator shall notify the employee in writing of said discontinuance and the reasons therefore.
- C. Employees who satisfactorily complete their probationary period shall have permanent employment status, conditioned upon good behavior and satisfactory job performance. All removals by the Administrator must be approved by the Mayor and Council of the Borough of Bernardsville before becoming effective.
- D. During the probationary period, the employee shall be entitled to all benefits provided in this Agreement.

## **ARTICLE XXIX**

### **MEAL ALLOWANCE**

1. An employee shall be paid a meal allowance of \$7.50 for meal allowance for the first four (4) hours of unscheduled overtime worked. He will then receive \$7.50 for every four (4) hours of continuous work thereafter. As a basis for this agreement, 24 hours will be the grace period for the term "unscheduled".

ARTICLE XXX  
LAYOFF AND RECALL

The following procedure shall apply to layoffs:

1. Employees shall be laid off in the order of least total employment seniority.
2. Notice of such layoffs will be given at least thirty (30) calendar days before layoff.
3. A laid off employee shall have preference for reemployment for a period of two (2) years of their seniority whichever is less.
4. The Employer shall rehire laid off employees in the order of greatest employment seniority.
5. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee. In order to take advantage of his preferential status, an employee must affirmatively answer this notice of re-employment within ten (10) calendar days.
6. There shall be two (2) seniority lists: One (1) for the sewer plant and one (1) for the road department.

## ARTICLE XXXI

### UNIFORMS

A. The Employer shall provide and maintain at no cost to the employee the following uniforms:

- Eleven (11) shirts
- Eleven (11) pants
- One (1) lightweight jacket
- One (1) heavyweight jacket with a hood
- One (1) rain suit
- One (1) pair of rubber boots

These above items shall be replaced on a fair wear-and-tear basis.

B. The Employer shall provide for summer wear six (6) 100% cotton t-shirts that may be worn as part of the summer uniform. The t-shirts will be replaced annually. The employee will clean and maintain the t-shirts.

C. Employees shall be eligible for new safety boots every nine (9) months if the road Superintendent or Public Works Manager finds that new boots are necessary. The safety boot reimbursement shall not exceed \$120.00.

D. During winter months union personnel will be allowed to wear their own insulated overalls or pants without disciplinary action; colors should match Borough issued clothing.

E. T-shirts shall be maintained in their original condition with no alterations. Shorts are approved for use between May 1 and September 15. Shorts are to be of the same style, material and color as the standard uniform. Shorts are to be knee length with hemmed bottoms. Shorts are not to be worn when removing asphalt from trucks, or when using a chain saw, weed wacker or any other mechanized tools, or areas where there may be poison ivy or the like, or ticks. Protective chaps may be worn over the tops of shorts when performing these hazardous duties.



## **SALARY PAGE**

### **Salaries**

January 1, 2001	3.80%
January 1, 2002	3.80%
January 1, 2003	3.80%

### **Maximum Salary**

	<b>2001</b>	<b>2002</b>	<b>2003</b>
Maintenance/Mechanic	\$51,122.83	\$53,065.49	\$55,081.97
Equipment Driver	\$49,643.76	\$51,530.22	\$53,488.36
Driver/Laborer	\$45,643.60	\$47,378.05	\$49,178.41
Building Maintenance/Laborer	\$40,095.65	\$41,619.28	\$43,200.81
WWTP Operator Trainee Grade 3	—	—	\$51,074.31

The starting salary for new hires shall be set by the Borough. The Borough reserves the right to increase a new hire's salary over the course of their employment with the goal being that the person's salary shall reach the same level as other bargaining unit employees in the same classification, over a five (5) year period, providing the new hire's performance is determined by the Borough to warrant said increases.

The position of WWTP Operator Trainee will be changed to WWTP Operator Trainee Grade 3 for the year 2003. The appropriate salary for said position shall be fixed to the year 2003 only in this agreement. The appointment to said position will be on the recommendation of the WWTP Operator and the approval of the Administration and Governing Body of the Borough of Bernardsville.

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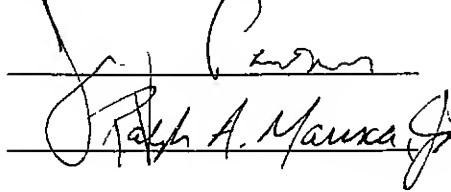
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## SIGNATURE PAGE

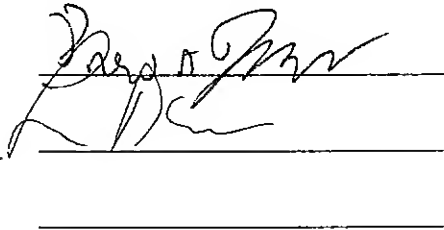
This agreement shall be in full force and effect January 1, 2001 and to and including December 31, 2003.

FOR THE BOROUGH:

  
\_\_\_\_\_

\_\_\_\_\_  
(approved by motion 12/9/02)

FOR THE UNION:

  
\_\_\_\_\_  
\_\_\_\_\_